

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

ADVANCED MP TECHNOLOGY, INC.,

Plaintiff,

v.

MASS INTEGRATED SYSTEMS, INC.

Defendant.

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)
)
) **Civil Action No.: 14-CV-13891-LTS**
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)

RECEIVER'S INVENTORY, STATUS REPORT AND RECOMMENDATIONS

In accordance with the Court's Order dated January 30, 2015, the Receiver hereby submits this updated inventory and status report:

NATURE OF THE CASE

1. On October 17, 2014, Advanced MP Technology, Inc. ("Advanced") commenced the above-captioned case by filing a Verified Complaint to Enforce Judgment and for Appointment of a Receiver ("Complaint"). [ECF No. 9]

2. In its Complaint, Advanced alleges that it holds a judgment against Mass Integrated Systems, Inc. ("Mass Integrated" or the "Defendant") in the amount of **\$240,629.46**, plus interest in the amount of 10% per annum from April 16, 2012. Complaint, ¶3.

3. Advanced further alleged that “[o]n or about May 14, 2013, approximately one month prior to the trial in the California Action, Eric Primack, the principal of the Defendant, formed and established a new limited liability company known as Smarter Glass”, which Advanced claims is “the alter ego of the Defendant” and “was capitalized with the assets of the Defendant and such assets were transferred to Smarter Glass, LLC for little or no consideration.” Complaint ¶¶ 10, 11.

4. On December 30, 2014, the Court entered an order appointing Francis C. Morrissey, as the receiver for Mass Integrated (the “Appointment Order”) [ECF No. 12].

5. On January 26, 2015, Eastern Bank (the “Bank”) filed an Emergency Motion to Intervene and For Modification of Receivership Order [ECF No. 15].

6. In its motion, the Bank asserted that it holds a first-position security interest in Mass Integrated’s assets and that it is owed \$53,664.47, and sought relief --on an emergency basis --“to exercise its rights and remedies with respect to its Collateral.”

RECEIVER’S INITIAL INVENTORY

7. Pursuant to paragraph 2(c) of the Appointment Order, the Receiver was “required to conduct an inventory of all tangible and intangible property of the Defendant, all cash and accounts and all receivables and liabilities, with the inventory due to the Court within 30 days of the entry of the Order.”

8. On January 29, 2015, the Receiver timely filed a preliminary inventory of Mass Integrated’s assets.

THE COURT’S RULING ON THE BANK’S EMERGENCY MOTION TO MODIFY THE RECEIVERSHIP ORDER

9. On January 30, 2015, the Court allowed the Bank’s motion to intervene, denied without prejudice the Bank’s motion to modify the Appointment Order and ordered:

The Receiver and Eastern Bank shall confer regarding the disposition of Mass Integrated System's assets (both in the future and regarding what has already transpired). By March 2, 2015, the Receiver shall complete his inventory of the Mass Integrated Systems, its assets and review of Eastern Bank's claim. The parties shall file a joint proposal regarding any modification to the receivership order and any schedule governing this litigation or other matters, requiring the Court's review by March 2, 2015. [ECF No. 20]

RECEIVER'S INVENTORY

10. Following the denial of the Bank's motion to modify the Appointment Order, the Receiver has:

- reviewed statements for the bank account that Mass Integrated maintains at the Bank which Mr. Primack represents is the only account ever used by Mass Integrated;
- reviewed Mass Integrated's tax returns for 2011, 2012 and 2013;
- engaged the Paul E. Saperstein Co., Inc. ("Saperstein") to evaluate Mass Integrated's tangible assets.
- inspected Mass Integrated's remaining inventory which is stored at 5 Market Square, Amesbury, Massachusetts;¹ and
- interviewed Mr. Primack concerning the wind up of Mass Integrated's business and the liquidation of its assets.

11. Based on its tax returns, Mass Integrated had revenues of \$5,740,236, \$5,217,596 and \$ 2,355,353 in 2011, 2012 and 2013, respectively. According to the Bank's and Mr. Primack's representations in this case, it also appears that on August 9, 2013 a federal tax lien in the

¹ Mass Integrated books and records are also apparently being stored at this location. This is also the address Smarter Glass.

amount of \$173,716.71² was asserted against Mass Integrated's and/or Mr. Primack's assets and that in response, on or about September 23, 2013, Mass Integrated commenced an "orderly liquidation of its assets and liabilities" as part of a workout with the Bank. Mr. Primack has further represented that the liquidation of Mass Integrated is substantially complete and that the bulk of the proceeds of that liquidation was applied to Mass Integrated's obligations to the Bank. The Receiver, for his part, has not had an opportunity to review documents that memorialize any out-of-the ordinary sales (or other transfers) of Mass Integrated's real estate and other assets in 2013 and 2014 during the wind-up of its business or the disbursement of the proceeds of such sales.

12. Mr. Primack has also confirmed that Mass Integrated's sole remaining assets consist of: (a) \$16,091.74 on deposit in Mass. Integrated's account with the Bank; (b) the inventory being stored at the Amesbury facility, and (c) civil actions being prosecuted by Mass Integrated against an account debtor and a former employer in Essex Superior Court. Mr. Primack has also represented to the Receiver that other than the civil action identified below Mass Integrated does not hold any account receivables and that Mass Integrated never maintained an account at any other financial institution.

13. On February 25, 2015, the Receiver and Saperstein inspected Mass Integrated's remaining inventory, which apparently consists of "[a]ssorted new and used LCD panels." According to Saperstein many of the LCD's are labeled "needs testing, failed and defective ... [and] **we believe there is no actual dollar value to these items in any scenario.**" (emphasis supplied) A copy of Saperstein's report to the Receiver is attached as Exhibit B.

² A copy of a letter dated August 9, 2013 from the Bank to Mass Integrated which references this federal tax lien is attached hereto as Exhibit A.

14. According to Mr. Primack, Mass Integrated is also a party to two law suits pending in Essex Superior Court. The first law suit is captioned Mass Integrated Systems, Inc. v. 9X Media, Inc., et al, CV2012-01266. According to Mr. Primack in that civil action Mass Integrated seeks to enforce an \$8,049 judgment against an account debtor of Mass Integrated. The second law suit is styled Mass Integrated Systems, Inc. v. Patch, CV 2013-02093 and asserts claims against a former employee of Mass Integrated and others. The amount at issue in that civil action is unknown. Copies of the correspondence the Receiver has obtained from Mass Integrated concerning these civil actions are attached as Exhibit C.

BANK'S REQUEST TO SET OFF FUNDS IN MASS INTEGRATED'S ACCOUNT

15. Shortly after the Court denied the Bank's motion to modify the Appointment Order, Smarter Glass made a payment to the Bank in the amount of \$31,618.24 and paid down Mass Integrated's principal and interest obligations to the Bank to \$16,237.99. This is approximately the same amount remaining in Mass Integrated's account with the Bank (\$16,091.74). After receiving this payment, the Bank, for its part, increased its claim for legal fees and now asserts that it is owed \$35, 637.81 in legal fees rather than the \$5,854 originally reported in its motion.

16. The Bank has also requested immediate authority to set off the amounts in Mass Integrated's account against the obligations Mass Integrated owes to the Bank. Before being allowed to do so, the Bank, at minimum, should be required to file an affidavit or proof of claim averring under the pains and penalties of perjury that it holds a first-position security interest in the funds held in Mass Integrated's account and confirming that there is no dispute that the Bank is owed at least as much as the balance held in this account (\$16,091.74). The Bank should also be required to file documents with its proof of claim that evidence its claim including: (a) a payment history with Mass Integrated, (b) its legal invoices, and (c) copies of lien searches that

support its position that it holds a first priority lien. This is standard practice in bankruptcy and other insolvency proceeding. The Receiver has requested that the Bank file such a proof of claim and the Bank has undertaken to do so. Until the Bank proves up its claim with appropriate evidentiary support, however, it is premature to authorize the set off against the Mass Integrated account.

17. As detailed in the Bank's own motion, the Internal Revenue Service ("IRS") has apparently asserted a lien in the amount of \$173,716.71 on Mass Integrated's and/or Mr. Primack's assets. If the IRS claims a lien on the funds in Mass Integrated's account³, the IRS should be notified of the Bank's request to set off and the IRS should be afforded a reasonable opportunity to protect its interests

NEXT STEPS

18. In light of the forgoing, any meaningful recovery in this case to Advanced and Mass Integrated's other creditors will depend on whether the estate holds claims against Smarter Glass and Mr. Primack. In the Receiver's business judgment, further investigation is warranted to determine whether such claims exist. Among other things, it appears that Mass Integrated while it was conducting its "orderly liquidation" made payments of at least \$23,147 to Smarter Glass in 2014. In addition, Smarter Glass, like Mass Integrated, is in the LCD business and each firm is owned by the same person -- Mr. Primack. Mass Integrated's books and records and remaining inventory are also stored in the same building that Smarter Glass is located in. Finally, in press releases Smarter Glass has described itself as an "initiative of Mass Integrated."

³ The estate lacks the funds at this time to pay for a tax lien search. The Bank has offered to make a tax lien search available to the Receiver with its proof of claim.

19. Such an investigation would entail reviewing Mass Integrated's books and records, deposing Mr. Primack and Rule 30(b)(6) witnesses for Mass Integrated and Smarter Glass and propounding document requests and interrogatories on Smarter Glass and Mass Integrated. The Receiver anticipates that this investigation can be completed within the schedule contemplated by the parties' proposed scheduling order [ECF 13] which attached hereto as Exhibit D.

Dated: March 12, 2015

Respectfully submitted,

FRANCIS C. MORRISSEY,
RECEIVER

/s/ Francis C. Morrissey

Francis C. Morrissey (BBO No. 567589)
Morrissey, Wilson, & Zafiropoulos, LLP
35 Braintree Hill Office Park, Suite 404
Braintree, Massachusetts 02184
Telephone: (781) 353-5501
Facsimile: (781) 356-5546
Email: fcm@mwzllp.com

CERTIFICATE OF SERVICE

I, Francis C. Morrissey, hereby certify that on March 12, 2015, this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and paper copies will be sent to those indicated as non-registered participants.

/s/ Francis C. Morrissey

EXHIBIT A



195 Market Street
Lynn, MA 01901-1508

VIA FACSIMILE (978-465-6191)
AND CERTIFIED MAIL RETURN
RECEIPT REQUESTED

August 9, 2013

Mass Integrated Systems, Inc.
18 Graf Road, Unit 1
Newburyport, MA 01950
Attn: Eric Primack, President

Dear Eric:

As you know, a federal tax lien has been filed against you in the amount of \$193,716.71. Due to the tax lien and the overadvance in the amount of \$201,229.00 as of August 2, 2013, both of which are defaults under the company's lines of credit, the Bank is hereby making demand under both of the company's lines of credit. In connection with the Demand Loan and Security Agreement (All Assets) dated December 12, 2003, the obligations now total \$600,000.00 on account of principal, together with interest in the amount of \$2,328.67 through August 9, 2013, plus any additional interest, late charges, attorney's fees and all other sums due to the Bank.

Very truly yours,

A handwritten signature in black ink, appearing to read "John P. Hogan".

cc: Eric Primack, Guarantor

EXHIBIT B



February 24, 2015

Mr. Frank Morrissey
Morrissey, Wilson & Zafiropoulos, LLP
35 Braintree Hill Office Pk. #404
Braintree, MA, 02184

Re: Appraisal
Mass Integrated - 5 Market Sq., Amesbury, MA

Dear Frank,

As per your request we visited the above referenced on Monday, February 23, 2015 to gather the necessary information to perform a valuation on the assets within. My associate Ralph K. Stewart was met on site by Tom Nicholson and Eric Primack.

When going through the facility, we inventoried and looked up additional information on the items located within the premises. Among the assets appraised are the following: Assorted new and used LCD panels. The panels are bare panels needing to be mounted into housings, machinery, etc. There are some inverter cards mfg by Frontek. There does not appear to be any other interface mechanism or connectors or cabling. Panel manufacturers: Samsung, LG, AU Optronics, Chimei, Sharp, Fujitsu, Acer, NCR, etc. Panel sizes range from 3" up to 40", with the majority being in the 3" - 9" size range. There are thirty six 20" - 40" panels. Many are labeled need testing, failed and defective.

Based on our findings, we believe that there is no actual dollar value to these items in any scenario.

I consider all information regarding this appraisal as confidential. I will retain a copy of this document along with any original notes, and I will not allow others to have access to these records without your written permission unless ordered to do so by a court of law.

If we may be of further assistance in this or other matters, please do not hesitate to contact us at your earliest convenience.

Very Truly Yours,
Paul E. Saperstein Co., Inc.

A handwritten signature in black ink, appearing to read 'Michael Saperstein'.

Michael Saperstein
MES

EXHIBIT C

FINNERAN & NICHOLSON, P.C.

ATTORNEYS AND COUNSELORS AT LAW
30 GREEN STREET
NEWBURYPORT, MASSACHUSETTS 01950
(978) 462-1514
FACSIMILE (978) 465-2584
E-MAIL: cases@fnnic.com

**ATTORNEY WORK PRODUCT/PRIVILEGED
COMMUNICATION / CONFIDENTIAL**

February 24, 2015

Via Federal Express.

Francis C. Morrissey, Receiver
35 Braintree Hill Office Park, Suite 404
Braintree, MA 02184

Re. Mass Integrated Systems, Inc. ("MIS")

Dear Frank:

Reference is made to the above-captioned matter and the meeting I had with you, the auctioneer, and my client, Eric Primack, at the storage location for MIS yesterday, February 23, 2015. As we discussed, I have additional information which I believe falls within the spectrum of your earlier requests for information and I enclose herewith the following:

1. A disc containing the 2013 and 2014 general ledgers for MIS;
2. Documents provided to me by Attorney Robert Beckerman, of Newport Beach, California who has been handling a long term collection matter against an entity known as 9X Media, Inc. I have not been able to confirm this with Mr. Beckerman since our meeting yesterday, but I believe there is a balance of approximately Eight Thousand dollars (\$8,000.00) due on the Judgment that was entered in the California court against this entity;
3. Copy of the docket evidencing a lawsuit that has been pending by MIS against Jeffrey Patch, who I understand to be the former employee of MIS. I also understand that there are two (2) other parties involved in the lawsuit, one of whom I believe to be a company that assisted Mr. Patch and engaged in certain bad acts that are the subject of this lawsuit. The current status according to the docket is that it is still pending and in a relatively early stages of the action. Attorney Hal Beede has been retained by MIS to handle this matter.

Francis C. Morrissey, Receiver
February 24, 2015
Page -2-

If you need any additional assistance or information in this matter, please do not hesitate to call. I look forward to hearing from you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas G. Nicholson", with a long horizontal flourish extending to the right.

Thomas G. Nicholson

TGN/adl
Enclosures

cc: Jesse Angeley, Esq.

**Commonwealth of Massachusetts
ESSEX SUPERIOR COURT
Case Summary
Civil Docket**

Mass Integrated Systems Inc v Patch et al

Details for Docket: ESCV2013-02093

Case Information

Docket Number:	ESCV2013-02093	Caption:	Mass Integrated Systems Inc v Patch et al
Filing Date:	12/31/2013	Case Status:	Needs review for service
Status Date:	12/31/2013	Session:	Civil-CtRm 1 (Newburyport)
Lead Case:	NA	Case Type:	Complex

Tracking Deadlines

TRK:	F	Discovery:	01/27/2015
Service Date:	03/31/2014	Disposition:	10/22/2015
Rule 15:	05/30/2014	Rule 12/19/20:	05/30/2014
Final PTC:	04/25/2015	Rule 56:	12/26/2014
Answer Date:	04/30/2014	Jury Trial:	YES

Case Information

Docket Number:	ESCV2013-02093	Caption:	Mass Integrated Systems Inc v Patch et al
Filing Date:	12/31/2013	Case Status:	Needs review for service
Status Date:	12/31/2013	Session:	Civil-CtRm 1 (Newburyport)
Lead Case:	NA	Case Type:	Misc contract

Tracking Deadlines

TRK:	F	Discovery:	01/27/2015
Service Date:	03/31/2014	Disposition:	10/22/2015
Rule 15:	05/30/2014	Rule 12/19/20:	05/30/2014
Final PTC:	04/25/2015	Rule 56:	12/26/2014
Answer Date:	04/30/2014	Jury Trial:	YES

Parties Involved

4 Parties Involved in Docket: ESCV2013-02093

Party Involved:		Role:	Defendant
Last Name:	Patch	First Name:	Jeffrey
Address:		Address:	
City:	Salisbury	State:	MA

Zip Code: 01952**Zip Ext:****Telephone:****Party
Involved:****Role:** Defendant**Last Name:** Sullivan**First Name:** Meghan**Address:****Address:****City:** Salisbury**State:** MA**Zip Code:** 01952**Zip Ext:****Telephone:****Party
Involved:****Role:** Defendant**Last Name:** Summit EMS Inc**First Name:****Address:****Address:****City:** Logansport**State:** IN**Zip Code:** 46947**Zip Ext:****Telephone:****Party
Involved:****Role:** Plaintiff**Last Name:** Mass Integrated Systems Inc**First Name:****Address:****Address:****City:** Newburyport**State:** MA**Zip Code:** 01950**Zip Ext:****Telephone:**

Attorneys Involved

5 Attorneys Involved for Docket: ESCV2013-02093

**Attorney
Involved:****Firm Name:****Last Name:** Ryan**First Name:** Michael T**Address:** 10 George Street, Suite 205**Address:****City:** Lowell**State:** MA**Zip Code:** 01852**Zip Ext:****Telephone:** 978-275-9977**Tel Ext:****Fascimile:** 978-275-9922**Representing:** Mass Integrated Systems Inc,
(Plaintiff)**Attorney
Involved:****Firm Name:**

Last Name:	Humphries Jr	First Name:	John W
Address:	55 Pleasant Street	Address:	Suite 6
City:	Newburyport	State:	MA
Zip Code:	01950	Zip Ext:	
Telephone:	978-462-9791	Tel Ext:	
Fascimile:	978-462-3389	Representing:	Patch, Jeffrey (Defendant)

Attorney Involved:		Firm Name:	
Last Name:	Humphries Jr	First Name:	John W
Address:	55 Pleasant Street	Address:	Suite 6
City:	Newburyport	State:	MA
Zip Code:	01950	Zip Ext:	
Telephone:	978-462-9791	Tel Ext:	
Fascimile:	978-462-3389	Representing:	Sullivan, Meghan (Defendant)

Attorney Involved:		Firm Name:	
Last Name:	Beede	First Name:	Harold Owen
Address:	24 Market Street	Address:	
City:	Amesbury	State:	MA
Zip Code:	01913	Zip Ext:	
Telephone:	978-388-1787	Tel Ext:	
Fascimile:	978-388-9727	Representing:	Mass Integrated Systems Inc, (Plaintiff)

Attorney Involved:		Firm Name:	
Last Name:	Gladstone	First Name:	Scott C
Address:	1244 Boylston Street	Address:	Suite 200
City:	Chestnut Hill	State:	MA
Zip Code:	02467	Zip Ext:	2128
Telephone:	617-730-4525	Tel Ext:	
Fascimile:	617-730-4524	Representing:	Summit EMS Inc, (Defendant)

Calendar Events

9 Calendar Events for Docket: ESCV2013-02093

No.	Event Date:	Event Time:	Calendar Event:	SES:	Event Status:
1	01/07/2014	14:00	Motion/Hearing: order of notice	B	Event held as scheduled
2	01/16/2014	14:00	Motion/Hearing: order of notice	B	Event held as scheduled

3	01/30/2014	14:00	Motion/Hearing: order of notice	B	Event held as scheduled
4	02/06/2014	14:00	Motion/Hearing: order of notice	B	Event not held-req of Defendant
5	03/13/2014	14:00	Motion/Hearing: order of notice	B	Event held as scheduled
6	04/07/2014	09:00	Status: Clerk Follow UP	B	Event held as scheduled
7	12/04/2014	09:00	Status: Clerk Follow UP	B	Event held as scheduled
8	01/06/2015	09:00	Status: Clerk Follow UP	B	Event held as scheduled
9	03/06/2015	09:00	Status: Clerk Follow UP	B	

Full Docket Entries

29 Docket Entries for Docket: ESCV2013-02093

Entry Date:	Paper No:	Docket Entry:
12/31/2013	1	Complaint & civil action cover sheet filed
12/31/2013		Origin 1, Type A99, Track F.
12/31/2013	2	Plaintiff's ex parte MOTION for temporary restraining order,
12/31/2013	2	preliminary injunction and permanent injunction
12/31/2013		Summons and order of notice issued; returnable 1/7/2014
01/28/2014	3	ANSWER: Jeffrey Patch(Defendant)and Meghan Sullivan
01/29/2014	4	Affidavit of Jeffrey Patch in opposition to plff's. motion for
01/29/2014	4	preliminary injunction
03/17/2014		Preliminary injunction to issue upon payment of \$90 fee ; (Richard E.
03/17/2014		Welch III, Justice)dated 3/13/14
03/25/2014	5	Preliminary injunction Deft Jeffrey Patch is ENJOINED from:pursuant
03/25/2014	5	to the non-compete clause, from taking employment with Market Place
03/25/2014	5	Investors, Inc. or any other competition until June 30, 2014 (Richard
03/25/2014	5	E. Welch III, Justice)
09/04/2014	6	SERVICE RETURNED (order of notice): Jeffrey Patch, filed 9/2/14
10/29/2014	7	ASSENTED-TO MOTION To Enlarge The Discovery Period By 90 Days. Filed
10/29/2014	7	10/27/2014
11/03/2014		Motion (P#7) ALLOWED (Maynard M. Kirpalani, Justice) Notices mailed
11/03/2014		11/3/2014
12/01/2014	8	Plaintiff's MOTION for Enlargement of TTime to Serve Legal Process
12/01/2014	8	Upon Defendant Summit/EMS Corporation (Assented-to by Counsel of
12/01/2014	8	Record for Other Defendants). Filed 11/26/14
12/24/2014		Motion (P#8) ALLOWED (Maynard M. Kirpalani, Justice) Notices mailed
12/24/2014		12/24/2014
02/05/2015	9	ANSWER: Summit EMS Inc(Defendant). Filed 2/5/2015
02/06/2015	10	Affidavit of compliance with long-arm statute with proof of service
02/06/2015	10	on out of state defendant Summit EMS Inc. Served 1/20/2015 by
02/06/2015	10	certified mail, return receipt requested, upon registered agent of
02/06/2015	10	the out-of-state corporation. See Affidavit attached. Filed 2/5/2015

POS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Robert Beckerman sb 271004 Law Offices of Robert Beckerman 901 Dove Street, Suite 120 Newport Beach, CA 92660 TELEPHONE NO.: 949-474-2254 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Mass Integrated Systems, Inc.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 N. First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Downtown Superior Court	
PETITIONER/PLAINTIFF: MASS INTEGRATED SYSTEMS, INC. RESPONDENT/DEFENDANT: 9X MEDIA, INC., DANIEL DUNN	
PROOF OF PERSONAL SERVICE—CIVIL	

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and not a party to this action.

2. I served the following documents (specify):

Notice of Entry of Sister-State Judgment; Judgment by Clerk (ccp 1710 - Judgment on Sister-State Judgment)

☐ The documents are listed in the Attachment to Proof of Personal Service—Civil (Documents Served) (form POS-020(D)).

3. I personally served the following persons at the address, date, and time stated:

a. Name: Daniel Dunn

b. Address: 20711 Bear Creek Rd., Los Gatos, CA 95033

c. Date: September 11, 2013

d. Time: 9:40 am

☐ The persons are listed in the Attachment to Proof of Personal Service—Civil (Persons Served) (form POS-020(P)).

4. I am

a. ☐ not a registered California process server.b. ☒ a registered California process server.c. ☐ an employee or independent contractor of a registered California process server.d. ☐ exempt from registration under Business & Professions Code section 22350(b).

5. My name, address, telephone number, and, if applicable, county of registration and number are (specify):

Kenneth T. Smith 542 / Santa Clara.

3760 W McFadden Ave., #B405

Santa Ana, CA 92704

714-612-0746

6. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.7. ☐ I am a California sheriff or marshal and certify that the foregoing is true and correct.

Date: September 12, 2013

Kenneth Smith

(TYPE OR PRINT NAME OF PERSON WHO SERVED THE PAPERS)

(SIGNATURE OF PERSON WHO SERVED THE PAPERS)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Robert Beckerman, SBN 271004 Law Offices of Robert Beckerman 901 Dove Street, Suite 120 Newport Beach, CA 92660		TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (Name): Mass Integrated Systems, Inc.			
NAME OF COURT: Superior Court of California - Santa Clara			
STREET ADDRESS: 191 N. First Street			
MAILING ADDRESS:			
CITY AND ZIP CODE: San Jose, CA 95113			
BRANCH NAME: Downtown Superior Court			
PLAINTIFF: Mass Integrated Systems, Inc.			
DEFENDANT: 9X Media, Inc. Daniel Dunn			
NOTICE OF ENTRY OF JUDGMENT ON SISTER-STATE JUDGMENT		CASE NUMBER	113CV25131 1

1. TO JUDGMENT DEBTOR (name): 9X Media, Inc.

2. YOU ARE NOTIFIED

a. Upon application of the judgment creditor, a judgment against you has been entered in this court as follows:

(1) Judgment creditor (name): Mass Integrated Systems, Inc.

(2) Amount of judgment entered in this court: \$ 31,772.63

b. This judgment was entered based upon a sister-state judgment previously entered against you as follows:

(1) Sister state (name): Massachusetts

(2) Sister-state court (name and location): Essex Superior Court, 56 Federal Street, Salem, MA 01970

(3) Judgment entered in sister state on (date): December 28, 2012

(4) Title of case and case number (specify): Mass Integrated Systems, Inc. v 9X Media, Inc. and Daniel Dunn
Case Number 2012-1266

3. A sister-state judgment has been entered against you in a California court. Unless you file a motion to vacate the judgment in this court within 30 DAYS after service of this notice, this judgment will be final.

This court may order that a writ of execution or other enforcement may issue. Your wages, money, and property could be taken without further warning from the court.

If enforcement procedures have already been issued, the property levied on will not be distributed until 30 days after you are served with this notice.

Date:

AUG 15 2013

Clerk, by _____, Deputy

4. ☐ NOTICE TO THE PERSON SERVED: You are serveda. ☐ as an individual judgment debtor.b. ☐ under the fictitious name of (specify):c. ☐ on behalf of (specify):

Under:

☐ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ other:☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☐ CCP 416.90 (individual)

(Proof of service on reverse)

[SEAL]

T. Mai
DAVID H. YAMASAKI
Chief Executive Officer, Clerk

PROOF OF SERVICE

(Use separate proof of service for each person served)

1. I served the Notice of Entry of Judgment on Sister-State Judgment as follows:

a. on judgment debtor (name):

b. by serving ☐ judgment debtor☒ other (name and title or relationship to person served):
Daniel Dunn, Owner of 9x Media, Inc.c. ☒ by delivery ☐ at home ☒ at business

(1) date: September 11, 2013

(2) time: 9:40 am

(3) address: 20711 Bear Creek Rd.
Los Gatos, CA 95033d. ☐ by mailing

(1) date:

(2) place:

2. Manner of service (check proper box):

a. ☒ Personal service. By personally delivering copies. (CCP 415.10)b. ☐ Substituted service on corporation, unincorporated association (including partnership), or public entity. By leaving, during usual office hours, copies in the office of the person served with the person who apparently was in charge and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(a))c. ☐ Substituted service on natural person, minor, conservatee, or candidate. By leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household or a person apparently in charge of the office or place of business, at least 18 years of age, who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where the copies were left. (CCP 415.20(b)) (Attach separate declaration or affidavit stating acts relied on to establish reasonable diligence in first attempting personal service.)d. ☐ Mail and acknowledgment service. By mailing (by first-class mail or airmail, postage prepaid) copies to the person served, together with two copies of the form of notice and acknowledgment and a return envelope, postage prepaid, addressed to the sender. (CCP 415.30) (Attach completed acknowledgment of receipt.)e. ☐ Certified or registered mail service. By mailing to an address outside California (by first-class mail, postage prepaid, requiring a return receipt) copies to the person served. (CCP 415.40) (Attach signed return receipt or other evidence of actual delivery to the person served.)f. ☐ Other (specify code section):☐ Additional page is attached.

3. The "Notice to the Person Served" was completed as follows:

a. ☒ as an individual judgment debtor.b. ☐ as the person sued under the fictitious name of (specify):c. ☐ on behalf of (specify):

under:

☐ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☒ CCP 416.90 (individual)☐ other:

4. At the time of service I was at least 18 years of age and not a party to this action.

5. Fee for service: \$ 150.00

6. Person serving:

a. ☐ California sheriff, marshal, or constable.b. ☒ Registered California process server.c. ☐ Employee or independent contractor of a registered California process server.d. ☐ Not a registered California process server.e. ☐ Exempt from registration under Bus. & Prof. Code 22350(b).

f. Name, address and telephone number and, if applicable, county of registration and number:

Kenneth T. Smith 542 / Santa Clara
3760 W. McFadden Ave., #B405
Santa Ana, CA 92704
714-612-0746

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(For California sheriff, marshal, or constable use only)
I certify that the foregoing is true and correct.

Date: September 12, 2013

Date:

[EJ-110]

(SIGNATURE)

(SIGNATURE)

(Do not use this Proof of Service to show service of a Summons and Complaint.)

- Code of Civil Procedure, § 1011
www.courtinfo.ca.gov

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT DEPARTMENT
DOCKET NO. 2012-1266

Mass Integrated Systems, Inc.,)

Plaintiff,)

vs.)

9X Media, Inc. and Daniel Dunn,)

Defendants)


AGREEMENT FOR JUDGMENT

The parties to the above captioned action hereby agree that the following entry may be made in this case:

Judgment for Mass Integrated Systems, Inc. against 9X Media, Inc. and Daniel Dunn in the amount of \$32,706.00 with costs.


Mass Integrated Systems, Inc.
By its Attorney:

September 17, 2012


Martin J. Arsenault, Esquire
939 Salem Street, Unit 5
Groveland, MA 01834
(978) 374-3100
BBO #553670

9X Media, Inc. and Daniel Dunn
By their Attorney:

September 1, 2012


Peter Kerle, Esquire
Omni Law Group
1500 E. Hamilton Avenue
Campbell, CA 95008
(408) 879-8500

MASXP-20110425
mejiajos

Commonwealth of Massachusetts
ESSEX SUPERIOR COURT

Case Summary
Civil Docket

12/28/2012
09:29 AM

ESCV2012-01266
Mass Integrated Systems Inc v 9X Media Inc et al

File Date	07/02/2012	Status	Needs review for service (acneserv)		
Status Date	07/02/2012	Session	B - Civil-CtRm 1 (Newburyport)		
Origin	1 - Complaint	Case Type	A02 - Goods sold/delivered under contract		
Track	F - Fast track	Lead Case		Jury Trial	Unknown

DEADLINES

	Service	Answer	Rule 12/19/20	Rule 15	Discovery	Rule 56	Final PTC	Judgment
Served By			10/30/2012	10/30/2012	04/28/2013	05/28/2013		
Filed By	09/30/2012	10/30/2012	11/29/2012	11/29/2012		06/27/2013		04/23/2014
Heard By			12/29/2012	12/29/2012			10/25/2013	

PARTIES

Plaintiff
Mass Integrated Systems Inc
Active 07/02/2012

Private Counsel 553670
Martin J Arsenault
Rudolph & Kroner
939 Salem Street
Unit No. 5
Groveland, MA 01834
Phone: 978-374-3100
Fax: 978-352-8019
Active 07/02/2012 Notify

Defendant
9X Media Inc
Served: 07/23/2012
Served (answr pending) 08/15/2012

Defendant
Daniel Dunn
Served: 07/27/2012
Served (answr pending) 08/15/2012

ENTRIES

Date	Paper	Text
07/02/2012	1.0	Complaint & civil action cover sheet filed
07/02/2012		Origin 1, Type A02, Track F.
07/03/2012	2.0	Uniform Counsel Certification filed by Plaintiff's, attorney Martin J Arsenault
08/15/2012	3.0	SERVICE RETURNED: 9X Media Inc(Defendant) by leaving at office of secretary of State by giving in hand filed 8/15/2012
08/15/2012	4.0	SERVICE RETURNED: Daniel Dunn(Defendant) by leaving documents with Chris laidlaw, Employee at 20711 Bear Creek Road, Los Gatos, Ca 95033
12/28/2012	5.0	Agreement for Judgment, The parties to the above captioned hereby

MARTIN J. ARSENAULT
Attorney at Law

939 Salem Street, Suite #5
Groveland, MA 01834

E-mail: martin.lawyer@verizon.net

Telephone: (978) 374-3100

Fax: (978) 374-3111

September 19, 2012

Essex Superior Court, Clerk's Office
J. Michael Ruane Judicial Center
56 Federal Street
Salem, MA 01970

RE: Mass Integrated Systems, Inc. Vs. 9X Media, Inc., et al

Dear Sir or Madam:

Enclosed herewith for filing kindly find the Agreement for Judgment between the parties to the above-captioned matter. Pursuant to Massachusetts Rules of Civil Procedure, 58(a), kindly cause the Judgment to be prepared and forwarded to me at your earliest possible convenience. Thank you for your attention and cooperation

Very truly yours,



Martin J. Arsenault

MJA:mag
Enclosure

cc: Peter Kerle, Esquire
Susan Zappala, Controller

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT DEPARTMENT
DOCKET NO. 2012-1266

Mass Integrated Systems, Inc.,)
)
Plaintiff,)
)
vs.)
9X Media, Inc. and Daniel Dunn,)
)
Defendants)

SETTLEMENT AGREEMENT

Agreement is made this 9th day of September 2012 by and between Mass Integrated Systems, Inc. ("MIS") 9x Media, Inc. ("9X") and Daniel Dunn ("Dunn").

I. RECITALS

1. MIS has alleged that its owed the remaining sum of \$32,706.00 for good sold and delivered to 9X (the "Debt").
2. MIS further alleges that Dunn is liable on that Debt due to representations made to MIS.
3. The above captioned case in currently pending in the Essex County Superior Court Department.
4. In order to avoid additional litigation, the parties hereto wish to provide for the full and final settlement of the above action and alleged debt.

II. AGREEMENT

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE
MUTUAL PROMISES SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE

CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY
MUTUALLY ACKNOWLEDGED, THE PARTIES DO HEREBY COVENANT AND AGREE
AS FOLLOWS:

1. The Parties agree that they shall execute and file the attached Agreement for Judgment with the Essex County Superior Court Department of the Massachusetts Trial Court, provided, however, that MIS shall not take any collection action in furtherance of the judgment as long as 9X and Dunn are in compliance with the terms of this agreement.
2. Dunn and 9X waive any claim of lack of personal jurisdiction and any right to appeal the Judgment.
3. Dunn and 9X waive any right to challenge the Judgment in the event MIS seeks enforcement of the Judgment in a court of competent jurisdiction in California.
4. MIS agrees to waive its right to interest on the Judgment so entered so long as Dunn and 9X are not in default of their obligations under this agreement and do not cure said default with the time set forth herein.
5. Dunn and 9X shall pay the sum of \$1,000.00 to MIS on execution of this document.
6. Beginning October 1, 2012 and continuing until the Debt is paid in full Dunn and 9X shall pay MIS the sum of \$2,500.00 per month. All payments shall be made at the offices of Mass Integrated Systems, Inc., Attention Susan Zappala, 18 Graf Road, Unit 1, Newburyport, MA 01950 or such other address as MIS shall provide by written notice to 9x and Dunn.
7. In the event that Dunn and 9X shall not make payment as called or hereunder they shall be in default. MIS shall send to Dunn and 9X a notice of default, which a copy delivered to 9X's and Dunn's counsel. Dunn and 9x shall have five business days from receipt of said notice from

MIS to cure the default. If Dunn and 9X fail to cure the default in that time period MIS shall be entitled to the principal balance then due, accrued interest on the Judgment from its date of entry at the statutory rate of twelve percent per annum (12%) and its cost of collection including reasonable attorney fees.

8. Upon payment in full of the Debt MIS shall provide a release to Dunn and 9X in a form acceptable to the respective counsel of the parties.

III. GENERAL PROVISIONS

5. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without resort to its conflicts of law rules.

6. Each party represents and warrants that it/he has: (i) had an opportunity to consult with counsel of its/his choice concerning this transaction; (ii) understood and assented to the obligations imposed by this Agreement and all documents executed in connection herewith; and (iii) knowingly and willingly entered into this Agreement and all documents executed in connection herewith.

7. In the event any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to the persons or circumstances other than those to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law.

8. This Agreement represents the entire agreement of the parties hereto and incorporate the final results of all discussions and negotiations between the parties either express or implied, concerning the matters included herein and in such other documents, instruments and

agreements, any custom, usage or course of dealing to the contrary notwithstanding. No such discussions, negotiations, custom, usage or course of dealings shall limit, modify or otherwise effect the provisions hereof.

9. Any modification, amendment, or waiver of any provisions of this Agreement must be executed in writing by the party against which/whom enforcement is sought.

10. This Agreement shall inure to the benefit of and shall be binding upon the respective heirs, personal and legal representatives, successors and assigns of the parties hereto. No third party shall be entitled to place any reliance on any of the provisions of this Agreement which is solely by and among the signatories to this Agreement.

11. This Agreement may be executed in several counterpart original of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year set forth below.

Mass Integrated Systems, Inc.

By: 

Eric L. Primack, President


Martin J. Arsenault, Esquire

Attorney for Mass Integrated Systems, Inc.

9X Media, Inc.

By: _____

Daniel Dunn, President

Daniel Dunn, Individually

Peter Kerle, Esquire
Attorney for 9X Media, Inc. and Daniel Dunn

agreements, any custom, usage or course of dealing to the contrary notwithstanding. No such discussions, negotiations, custom, usage or course of dealings shall limit, modify or otherwise effect the provisions hereof.

9. Any modification, amendment, or waiver of any provisions of this Agreement must be executed in writing by the party against which/whom enforcement is sought.

10. This Agreement shall inure to the benefit of and shall be binding upon the respective heirs, personal and legal representatives, successors and assigns of the parties hereto. No third party shall be entitled to place any reliance on any of the provisions of this Agreement which is solely by and among the signatories to this Agreement.

11. This Agreement may be executed in several counterpart original of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year set forth below.

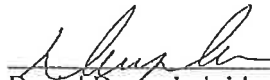
Mass Integrated Systems, Inc.

By: _____
Eric L. Primack, President

Martin J. Arsenault, Esquire
Attorney for Mass Integrated Systems, Inc.

9X Media, Inc.

By:  _____
Daniel Dunn, President



Daniel Dunn, Individually



Peter Kerle, Esquire
Attorney for 9X Media, Inc. and Daniel Dunn

OMNI LAW GROUP, LLP

1500 E. HAMILTON AVE., SUITE 202, CAMPBELL, CA 95008
408.879.8500 (P) ◇ 408.879.8501 (F)

Trevor J. Zink

tzink@omnillp.com

February 18, 2014

Via Federal Express

Robert Beckerman
Attorney at Law
901 Dove Street, Suite 120
Newport Beach, CA 92660

Re: **Mass Integrated Systems, Inc. v. 9X Media, Inc.**

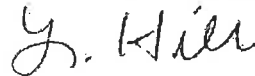
Dear Mr. Beckerman:

Enclosed please find our client's cashier's check in the sum of \$5,000.

Should you have any questions, please feel free to contact our office.

Very truly yours,

OMNI LAW GROUP, LLP



Lori Hill, Assistant to
TREVOR J. ZINK, ESQ.

/lh
Enclosure

8/15/2013 Judgment Entered	31772.63	12% interest = \$10.44579616438356 per day
Interim 188 c Accrued interest	1963.8	
2/19/2014 Payment	-5000	
2/19/2014 New balance	28736.43	12% interest = \$9.447593424657534 per day
Interim 28 d: Accrued interest	264.53	
3/19/2014 Payment	-2500	
3/19/2014 New balance	26500.96	12% interest = \$8.712644383561644 per day
Interim 30 d: Accrued interest	245.17	
4/18/2014 Payment	-2500	
4/18/2014 New balance	24246.13	12% interest = \$7.971330410958904 per day
Interim 30 d: Accrued interest	239.13	
5/19/2014 Payment	-2500	
5/19/2014 New balance	21985.23	12% interest = \$7.228030684931507 per day
Interim 4 day Accrued interest	28.91	
5/23/2014 Payment	-2500	
5/23/2014 New balance	19514.14	12% Interest = \$6.41560767123877 per day
Interim 35 Accrued interest	224.54	
6/27/2014 Payment	-2500	
6/27/2014 New balance	17238.68	12% interest = \$5.667511232876 per day
Interim 25 d: Accrued interest	141.68	
7/22/2014 Payment	-2500	
7/22/2014 New balance	14880.36	12% interest = \$4,8921731506 per day
Interim 42 d: Accrued interest	205.47	
9/2/2014 Payment	-2500	
9/2/2014 New balance	12585.83	12% interest = \$4.13780712328767 per day
Interim 49 d: Accrued interest	202.75	
10/21/2014 Payment	-2500	
10/21/2014 New balance	10288.58	12% interest = 3.382549849315068 per day
Interim 77 d: Accrued interest	260.45	
1/6/2015 Payment	-2500	
1/6/2015 New balance	8049.03	

Costs Incurred

9/26/2013	Service of Notice of Entry	150
10/31/2013	Abstract of Judgment Fee	25
11/19/2013	ORAP Fee	60
12/12/2013	ORAP Ct Reporter	30
12/26/2013	Service of ORAP	120
1/7/2014	Santa clara recordation fee	43.5

428.5

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Robert Beckerman, SBN 271004 Law Offices of Robert Beckerman 901 Dove Street, Suite 120 Newport Beach, CA 92660		TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (Name): Mass Integrated Systems, Inc.			
NAME OF COURT: Superior Court of California - Santa Clara			
STREET ADDRESS: 191 N. First Street			
MAILING ADDRESS:			
CITY AND ZIP CODE: San Jose, CA 95113			
BRANCH NAME: Downtown Superior Court			
PLAINTIFF: Mass Integrated Systems, Inc.			
DEFENDANT: 9X Media, Inc. Daniel Dunn			
NOTICE OF ENTRY OF JUDGMENT ON SISTER-STATE JUDGMENT		CASE NUMBER	13 CV 251311

1. TO JUDGMENT DEBTOR (name): Daniel Dunn

2. YOU ARE NOTIFIED

a. Upon application of the judgment creditor, a judgment against you has been entered in this court as follows:

(1) Judgment creditor (name): Mass Integrated Systems, Inc.

(2) Amount of judgment entered in this court: \$ 31,772.63

b. This judgment was entered based upon a sister-state judgment previously entered against you as follows:

(1) Sister state (name): Massachusetts

(2) Sister-state court (name and location): Essex Superior Court, 56 Federal Street, Salem, MA 01970

(3) Judgment entered in sister state on (date): December 28, 2012

(4) Title of case and case number (specify): Mass Integrated Systems, Inc. v 9X Media, Inc. and Daniel Dunn
Case Number 2012-1266

3. A sister-state judgment has been entered against you in a California court. Unless you file a motion to vacate the judgment in this court within 30 DAYS after service of this notice, this judgment will be final.

This court may order that a writ of execution or other enforcement may issue. Your wages, money, and property could be taken without further warning from the court.

If enforcement procedures have already been issued, the property levied on will not be distributed until 30 days after you are served with this notice.

Date: AUG 15 2013

Clerk, by T. Mai, Deputy

4. ☐ NOTICE TO THE PERSON SERVED: You are served

a. ☐ as an individual judgment debtor.

b. ☐ under the fictitious name of (specify):

c. ☐ on behalf of (specify):

Under:

☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other:

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (individual)

(Proof of service on reverse)

[SEAL]



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Robert Beckerman, SBN 271004 Law Offices of Robert Beckerman 901 Dove Street, Suite 120 Newport Beach, CA 92660		TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (Name): Mass Integrated Systems, Inc.			
NAME OF COURT: Superior Court of California - Santa Clara STREET ADDRESS: 191 N. First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Downtown Superior Court			
PLAINTIFF: Mass Integrated Systems, Inc. DEFENDANT: 9X Media, Inc. Daniel Dunn			
NOTICE OF ENTRY OF JUDGMENT ON SISTER-STATE JUDGMENT			CASE NUMBER: 113CV25131

1. TO JUDGMENT DEBTOR (name): 9X Media, Inc.

2. YOU ARE NOTIFIED

a. Upon application of the judgment creditor, a judgment against you has been entered in this court as follows:

(1) Judgment creditor (name): Mass Integrated Systems, Inc.

(2) Amount of judgment entered in this court: \$ 31,772.63

b. This judgment was entered based upon a sister-state judgment previously entered against you as follows:

(1) Sister state (name): Massachusetts

(2) Sister-state court (name and location): Essex Superior Court, 56 Federal Street, Salem, MA 01970

(3) Judgment entered in sister state on (date): December 28, 2012

(4) Title of case and case number (specify): Mass Integrated Systems, Inc. v 9X Media, Inc. and Daniel Dunn
Case Number 2012-1266

3. A sister-state judgment has been entered against you in a California court. Unless you file a motion to vacate the judgment in this court within 30 DAYS after service of this notice, this judgment will be final.

This court may order that a writ of execution or other enforcement may issue. Your wages, money, and property could be taken without further warning from the court.

If enforcement procedures have already been issued, the property levied on will not be distributed until 30 days after you are served with this notice.

Date:

AUG 15 2013

Clerk, by _____, Deputy

4. ☐ NOTICE TO THE PERSON SERVED: You are serveda. ☐ as an individual judgment debtor.b. ☐ under the fictitious name of (specify):c. ☐ on behalf of (specify):

Under:

☐ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ other:☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☐ CCP 416.90 (individual)

(Proof of service on reverse)

7. Mail

DAVID H. YAMASAKI

Chief Executive Officer, Clerk

[SEAL]

EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ADVANCED MP TECHNOLOGY, INC. *

Plaintiff *

VS. *

MASS INTEGRATED SYSTEMS, INC., *

Defendant *

CIVIL ACTION NO.
1:14-cv-13891-LTS

PROPOSED SCHEDULING ORDER

The Plaintiff, Advanced MP Technology, Inc. (hereinafter the “Plaintiff”) and Defendant, Mass Integrated Systems, Inc. (hereinafter “Defendant”), hereby submit the following proposed Scheduling Order.

1. **Initial Disclosures.** Initial Disclosures to be completed by February 27, 2015.
2. **Amendments to Pleadings.** Amendments to Pleadings to be completed by May 29, 2015.
3. **Fact Discovery-Interim Deadlines.**
 - a. Requests for Production of Documents and Interrogatories must be served by June 30, 2015.
 - b. Requests for Admissions must be served by June 30, 2015.
 - c. All Depositions, other than expert depositions, must be completed by September 30, 2015.
 - d. Final Fact Discovery Deadline- All discovery, other than expert discovery, must be

completed by December 31, 2015.

4. **Status Conference:** A status conference will be held by January 30, 2016.
5. **Expert Discovery:**
 - a. Plaintiff's trial experts must be designated and disclosed by December 31, 2015.
 - b. Plaintiff's trial experts must be deposed by March 30, 2016.
 - c. Defendant's trial experts must be designated and disclosed by December 31, 2015.
 - d. Defendant's trial experts must be deposed by March 30, 2016.
6. **Dispositive Motions.** Dispositive Motions must be filed by May 30, 2016, with any oppositions due thirty days thereafter.
7. **Initial Pretrial Conference.** An Initial Pretrial Conference will be held on _____, 201__, at a.m./p..m.

PLAINTIFF

By its attorneys,

Michael H. Theodore

Michael H. Theodore, Esq., BBO#565098
COHN & DUSSI, LLC
500 West Cummings Park, Suite 2350
Woburn, MA 01801
781-494-0200
mtheodore@cohnanddussi.com

DEFENDANT

By its attorneys,

Thomas G. Nicholson

Thomas G. Nicholson, Esq., BBO#548472
FINNERAN & NICHOLSON, P.C.
30 Green Street
Newburyport, MA 01950
(978) 462-1514
cases@finnic.com

